



BUY - SELL AGREEMENT (Including Earnest Money Receipt)

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- 1 This Agreement stipulates the terms of sale of this property. Read carefully before signing.
- 2 This is a legally binding contract. If not understood, seek competent advice.
- 3 _____ Montana, (date) _____
- 4 _____
- 5 as ☐ joint tenants with rights of a survivorship, ☐ tenants in common, ☐ single in his/her own right
- 6 ☐ Other _____ (hereinafter called "Buyer") agrees to purchase, and the
- 7 Seller agrees to sell the following described real property (hereinafter referred to as "Property") commonly known
- 8 as _____
- 9 _____
- 10 in the City of _____, County of _____
- 11 Montana, legally described as: _____
- 12 _____
- 13 _____
- 14 _____
- 15 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
- 16 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and fittings that are
- 17 attached to the Property are included in the purchase price, such as electrical, plumbing and heating fixtures, wood,
- 18 pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, attached floor
- 19 coverings, T.V. antennas, satellite dish, hot tub, air cooler or conditioner, garage door openers and controls, fireplace
- 20 inserts, mailbox, and trees and shrubs and perennials attached to the Property, attached buildings or structures, unless
- 21 otherwise noted below:
- 22 _____
- 23 _____
- 24 _____
- 25 _____
- 26 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
- 27 are included and shall be transferred by bill of sale:
- 28 _____
- 29 _____
- 30 _____
- 31 _____
- 32 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented: ☐ water softener
- 33 ☐ water conditioner ☐ propane tank ☐ satellite dish ☐ satellite control ☐ alarm system ☐ other _____
- 34 _____
- 35 Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no
- 36 representations or warranties concerning the transferability of said items or the assignment of any agreements relating
- 37 to the lease/rental of said items.
- 38 _____
- 39 **PURCHASE PRICE AND TERMS**
- 40 Total purchase price is _____ U.S. Dollars
- 41 (\$ _____) payable as follows:
- 42 \$ _____ earnest money to be applied at closing.
- 43 \$ _____ as additional cash payment, payable on or before closing.
- 44 \$ _____ balance of the purchase price will be financed as follows:
- 45 ☐ Conventional ☐ MBOH ☐ Seller Financing
- 46 ☐ FHA ☐ USDA-RD ☐ Assumption of Existing Loans
- 47 ☐ VA ☐ Other Institutional Financing
- 48 _____
- 49 _____
- 50 _____

Buyer's Initials

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Seller's Initials

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James A Bowditch

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www.zipLogix.com

Untitled

51 **CLOSING DATE:** The date of closing shall be (date) _____. The
52 parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
53 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete
54 the purchase in accordance with this Agreement.

55
56 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:
57 ☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; OR
58 ☐ on the date of recording the deed or notice of purchaser's interest, OR
59 ☐ _____

60 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,
61 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.

62
63 **RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of _____
64 _____ U.S. Dollars (\$) as evidenced by ☐ Cash,
65 the receipt of which is acknowledged by the undersigned Broker/Salesperson; OR ☐ Check, the receipt of which is
66 acknowledged by the undersigned Broker/Salesperson; ☐ OR, _____

67
68 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and Seller shall be
69 entitled to immediately terminate this Agreement and declare any Earnest Money already paid by Buyer to be forfeited.

70
71 All parties to this transaction agree, unless otherwise provided herein, that the earnest monies will be deposited
72 pursuant to Montana Law OR within (_____) business days of the date all parties have signed the Agreement or
73 _____

74 and such funds will be held in a trust account by _____

75 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: _____

76
77 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.

78
79 (Broker/Salesperson's Printed Name and Phone Number) _____ (Signature of Broker/Salesperson) _____

80 To be signed only if in actual receipt of Cash or Check

81
82 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
83 portion of the earnest money required to complete the closing of the transaction.

84
85 **FINANCING CONDITIONS AND OBLIGATIONS:**

86
87 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
88 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any
89 contingent source of such funds unless otherwise expressly set forth herein.

90
91 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
92 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
93 completion of a contract for deed by 5:00 P.M. (Mountain Time) (date) _____
94 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

95
96 **DISCOUNT POINTS:** If a Buyer obtains financing from a lender requiring discount points, Seller agrees to pay
97 discount points up to a maximum of _____ percent (_____%) of the Buyer's
98 loan. Seller's obligation will not exceed \$ _____. Any funds paid by Seller as set forth above shall not be
99 used for the origination fee, closing costs, reserves, or any other costs. Buyer shall pay all other discount points.

100
101 **V.A. BUYERS:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer
102 shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase
103 of the Property if the contract purchase price or cost exceeds the reasonable value of the Property established
104 by the Veterans Administration. The Buyer shall, however, have the privilege and option of proceeding with
105 the consummation of this Agreement without regard to the amount of the reasonable value established by
106 the Veteran's Administration.

107 **F.H.A. BUYERS:** In the event funds for the transaction anticipated by this Agreement are to be derived from
108 an F.H.A. insured loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement,
109 the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any
110 penalty by forfeiture of earnest money deposits or otherwise, unless the Buyer has received a written
111 statement issued by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement
112 lender setting forth the appraised value of the Property for mortgage insurance purposes of not less than the
113 amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference.
114 The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without
115 regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised
116 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
117 Development (HUD) will insure. HUD does not warrant the value nor the condition of the Property. The Buyer
118 should satisfy himself/herself that the price and condition of the Property are acceptable.

119
120 **DETECTION DEVICES:** The Property is equipped with the following detection devices:

- 121 ☐ Smoke detector(s)
122 ☐ Carbon monoxide detector(s)
123 ☐ Other fire detection device(s): _____
124 _____
125 _____

126 **PROPERTIES INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and Salespersons involved in the
127 transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its
128 condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings
129 will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or
130 improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors,
131 structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land
132 surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,
133 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

134
135 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
136 been released, waived, or satisfied, and the Agreement shall continue to closing, unless, by 5:00 p.m. (Mountain
137 Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or
138 the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has
139 notified the other party on or before the release date that a contingency is not released, waived, or satisfied, this
140 Agreement is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other
141 terms or provisions.

142
143 **INSPECTION CONTINGENCY:**

144 ☐ This Agreement is contingent upon Buyer's acceptance of the Property conditions identified through any
145 inspections or advice requested below. Buyer agrees to acquire, at Buyer's own expense, independent
146 inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any
147 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the
148 property, without the prior written consent of Seller. Further, Buyer agrees to return the property to its original
149 condition and to indemnify Seller from any damage or destruction to the property caused by the Buyer's
150 investigations or inspections, if Buyer does not purchase the property.

- | | |
|--|--|
| 151 <input type="checkbox"/> Home Inspection | <input type="checkbox"/> Review and Approval of Protective Covenants |
| 152 <input type="checkbox"/> Seller's Property Disclosure | <input type="checkbox"/> Easements |
| 153 <input type="checkbox"/> Roof Inspection | <input type="checkbox"/> Flood Plain Determination |
| 154 <input checked="" type="checkbox"/> Structural/Foundation Inspection | <input type="checkbox"/> Water Sample Test |
| 155 <input checked="" type="checkbox"/> Electrical Inspection | <input type="checkbox"/> Septic or Cesspool Inspection |
| 156 <input type="checkbox"/> Plumbing Inspection | <input type="checkbox"/> Mineral Rights Search |
| 157 <input type="checkbox"/> Heating, ventilation, cooling system - Inspection | <input type="checkbox"/> Radon |
| 158 <input type="checkbox"/> Wood Stove/Fireplace Inspection | <input type="checkbox"/> Asbestos |
| 159 <input checked="" type="checkbox"/> Pest/Rodent Inspection | <input type="checkbox"/> Wild Fire Risk |
| 160 <input type="checkbox"/> Well Inspection for condition of Well and Quantity of Water | <input type="checkbox"/> Legal Advice |
| 161 <input type="checkbox"/> Accounting Advice | <input type="checkbox"/> Toxic Waste/Hazardous Material |
| 162 <input type="checkbox"/> Survey or Corner Pins located | <input type="checkbox"/> Underground Storage Tanks |
| 163 <input type="checkbox"/> Access to Property | <input type="checkbox"/> Sanitary Approval/Septic permit |
| 164 <input type="checkbox"/> Verification of # of code compliant bedrooms | <input type="checkbox"/> Mold |

- ☐ Verification of square footage of improvements _____ ☐ Verification of lot size _____
☐ Water Rights _____ ☐ Airport Affected Area _____
☐ Zoning Determination _____ ☐ Road Maintenance _____
☐ Other _____

Unless Buyer delivers written notice of Buyer's disapproval of the Property conditions on or before (date) _____, this contingency shall be of no further force or effect. If Buyer disapproves of the property condition, Buyer shall deliver written notice to the Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of that portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately terminate the Agreement or negotiate a resolution of the conditions noted. If Buyer elects to negotiate a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies. If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of no further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or before (date) _____, the earnest money shall be returned to the Buyer, and the agreement then terminated.

FINANCING CONTINGENCY:

- ☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Time for Completion (defined below), this Agreement is terminated and the earnest money will be refunded to the Buyer. If third-party financing of a type specified herein is required by the terms of this Agreement (including assumptions, contracts for deed, and lender financing) the closing shall occur on the date specified or as soon thereafter as financing is completed, but no later _____ days after the stated closing date (the "Time for Completion"); OR
☐ This Agreement is contingent upon the Buyer obtaining financing for the Property on terms acceptable to Buyer. Release Date: _____

APPRAISAL CONTINGENCY:

- ☐ Property must appraise for at least (\$ _____). If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR
☐ Property must appraise for at least (\$ _____). Release Date: _____

TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment. Release Date: _____ days from Buyer's or Buyer's representative's receipt of preliminary title commitment.

INSURANCE CONTINGENCY: This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to the Buyer, hazard insurance on the property. Release Date: _____

This Agreement is contingent upon _____

Release Date: _____

This Agreement is contingent upon _____

Release Date: _____

Buyer's Initials

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Buy/Sell, March 2010

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Seller's Initials

222 **ADDITIONAL PROVISIONS:** _____

223 _____
224 _____
225 _____
226 _____
227 _____
228 _____
229 _____
230 _____
231 _____
232 _____
233 _____
234 _____
235 _____
236 _____
237 _____
238 _____
239 _____
240 _____
241 _____
242 _____
243 _____
244 _____

245 **CONVEYANCE:** The Seller shall convey the Property by _____ deed, free of
246 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.
247

248 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be
249 conveyed at time of closing. Year _____ Make/Model _____
250 Serial Number _____ Title Number _____
251

252 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
253 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
254 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
255 Property, except _____
256

257 Filing or transfer fees will be paid by ☐ Seller ☐ Buyer ☐ split equally between Buyer and Seller.
258 Documents for transfer will be prepared by _____
259

260 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
261 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
262 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
263 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424,
264 MCA, could result in a penalty against the transferee and rejection of the deed for recording.
265

266 **CLOSING AGENTS FEES:** Closing agents fee will be paid by ☐ Seller ☐ Buyer ☐ Equally Shared.
267

268 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
269 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
270 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
271 additional owner's title insurance coverage in the form of "Extended Coverage", "Enhanced Coverage" for an additional
272 cost to the buyer. It is recommended that buyer obtain details from a title company.
273

274 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to
275 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements
276 or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of
277 the preliminary title commitment approved by the Buyer.

278 **SPECIAL IMPROVEMENT DISTRICTS:** All Special Improvement Districts (including rural SIDs), including those
279 that have been noticed to Seller by City/County but not yet spread or currently assessed, will be:

- 280 ☐ paid off by Seller at closing;
281 ☐ assumed by Buyer at closing; OR
282 ☐ _____

283 All perpetual SIDs shall be assumed by Buyer.
284

285 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental
286 association, including those that have been approved but not yet billed or assessed, will be:

- 287 ☐ paid off by Seller at closing;
288 ☐ assumed by Buyer at closing; OR
289 ☐ _____
290

291 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
292 District assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating
293 fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,
294 as of the date of closing unless otherwise agreed as set forth in the additional provisions.
295

296 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and
297 tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the
298 Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through
299 inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale
300 remain on the Property.
301

302 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some
303 properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to
304 control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your
305 obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
306

307 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
308 Annotated, certain individuals are required to register their address with the local law enforcement agencies as
309 part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices
310 will make the information concerning registered offenders available to the public. If you desire further information
311 please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or
312 the probation officers assigned to the area.
313

314 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control
315 Act, Montana Code Annotated Section 75-3-606. **RADON GAS:** RADON IS A NATURALLY OCCURRING
316 RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES,
317 MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON
318 THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL
319 INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR
320 STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test
321 results concurrent with an executed copy of this Agreement. If the property has received radon mitigation treatment, the
322 Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.
323

324 **NEWLY CONSTRUCTED RESIDENCE:** If this Agreement is for the sale of a newly constructed residence that has not
325 been previously occupied and the Seller is the builder or a developer who built or had the residence built for the
326 purpose of resale, the Seller shall provide the following to the Buyer prior to closing:
327

328 (1) A statement of all inspections and tests that were performed prior to, during, or upon completion of
329 construction of the residence; and

330 (2) An express warranty that is valid for a period of at least 1 year from the date of the sale of the
331 residence that will provide detailed descriptions of those components that are included or excluded from the
332 warranty, the length of the warranty, and any specialty warranty provisions or time periods relating to certain
333 components. The warranty provisions must also clearly set forth the requirements that must be adhered to by the
334 Buyer, including the time and method for reporting warranty claims, in order for the warranty provision to become
335 applicable.

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Seller's Initials

336 **BUYER'S REMEDIES:**

337 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the
338 BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer.

339 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the
340 transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

341 (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the
342 return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;

343 OR (2) Demand that Seller specifically perform Seller's obligation under this Agreement;

344 OR (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

345

346 **SELLER'S REMEDIES:**

347 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
348 transaction anticipated by this Agreement within the time period provided in this Agreement, the Seller may:

349 (1) Declare the earnest money paid by Buyer be forfeited;

350 OR (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;

351 OR (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

352

353 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement each person or persons executing
354 this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind,
355 and legally competent to own or transfer real property in the State of Montana and if acting on behalf of a
356 corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on
357 behalf of such entity.

358

359 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides that a Buyer of a U.S. real
360 property interest may be required to withhold tax if the Seller is a foreign person. Sellers acknowledge and agree that
361 unless the purchase price of the Property does not exceed \$300,000 and Buyer is purchasing the Property for use by
362 Buyer as a personal residence, Sellers shall deliver to Buyer a certificate of non-foreign status and any other
363 certificate, affidavit, or statement as may be necessary to meet the requirements of Section 1445 of the Internal
364 Revenue Code, in a form reasonably acceptable to Buyer and/or Buyer's attorney. In the event Sellers do not deliver
365 said documents to Buyer at or before closing Sellers acknowledge and agree that Buyer or the closing agent may
366 withhold ten percent (10%) of the Purchase Price and submit this amount to the Internal Revenue Service, pursuant to
367 Section 1445 of the Internal Revenue Code.

368

369 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure
370 by Buyer, Seller, and Salespersons and their attorneys agent, and other parties having interests essential to this
371 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this
372 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
373 documents concerning this property or underlying obligations pertaining thereto.

374

375 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is
376 assumed by Seller through the time of closing unless otherwise specified.

377

378 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

379

380 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and
381 assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the
382 Seller's express written consent.

383

384 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,
385 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
386 determine just.

387

388 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction
389 anticipated by this Agreement is an integral part of this Agreement.

390

391 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the
392 parties' signatures may be used as the original.

393 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
394 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
395 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by
396 the Seller and Buyer.

397
398 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when
399 each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete
400 Agreement between the parties.

401
402 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the
403 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or
404 property, unless mutual written instructions are received by the holder of the earnest money and things of value,
405 Broker or closing agent shall not be required to take any action, but may await any proceedings, or at Broker's or
406 closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a
407 Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to
408 advance the cost and fees required for filing such action.

409
410 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):
411 ☐ Lead Based Paint Disclosure ☐ Sale of Buyer's Property
412 ☐ Addendum for Additional Provisions ☐ 1031 Tax Deferred Exchange
413 ☐ Back-up Offer ☐ Multi-Family Disclosure
414 ☐ Mold Disclosure ☐ Water Rights Acknowledgement
415 ☐ _____ ☐ Condominium Disclosure/Addendum

416
417 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees' identified
418 hereafter have been involved in the capacities indicated below and the parties have previously received the
419 required statutory disclosures setting forth the licensees duties and the limits of their obligations to each party:

420 _____ of _____
421 (name of licensee) (name of Brokerage company)
422 is acting as ☐ Seller's Agent/Salesperson ☐ Dual Agent/Salesperson ☐ Statutory Broker.
423
424 _____ of _____
425 (name of licensee) (name of Brokerage company)
426 is acting as ☐ Buyer's Agent/Salesperson ☐ Dual Agent/Salesperson ☐ Statutory Broker;
427 ☐ Seller's Agent/Salesperson (includes Seller's Sub-Agent or Salesperson).
428

429 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
430 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement
431 he/she has examined the subject real and personal Property; has entered into this Agreement in full reliance upon
432 his/her independent investigation and judgments; and has read and understood this entire Agreement.

433
434 **BUYER'S COMMITMENT:** We agree to purchase the above-described Property on the terms and conditions set
435 forth in the above offer and grant to said Salesperson until (date) _____, at _____ ☐ am ☐ pm
436 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
437 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
438 has not accepted by the time specified, this offer is automatically withdrawn.

439
440 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
441 means in accordance with the Montana Uniform Electronic Transaction Act.

Buyer's Initials

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Seller's Initials

442 I/WE HEREBY ACKNOWLEDGE receipt of a copy of this Agreement bearing my/our signature(s).

443

444 Buyer's Address: _____ City _____

445

446 State _____, Zip Code _____ Phone Number _____

447

448 Buyer's Name Printed: _____

449

450 Dated this _____, at _____ ☐ am ☐ pm (Mountain Time)

451

452

453 _____

454 (Buyer's Signature)

(Buyer's Signature)

456

457 OFFER PRESENTATION: This offer was presented to the Seller(s) on

458

459 Date: _____ Time _____ ☐ am ☐ pm By: _____

460

(Signature of person presenting the offer)

461

462 SELLER'S COMMITMENT: I/We agree to sell and convey to Buyer the above-described Property on the terms
463 and conditions herein above stated. I/We acknowledge receipt of a copy of this Agreement bearing my/our
464 signature(s) and that of the Buyer(s) named above.

465

466 Seller's Address: _____ City _____

467

468 State _____, Zip Code _____ Phone Number _____

469

470 Seller's Name Printed: _____

471

472 Dated this _____, at _____ ☐ am ☐ pm (Mountain Time).

473

474

475 _____

476 (Seller's Signature)

(Seller's Signature)

477

478 ACTION TAKEN, IF OTHER THAN ACCEPTANCE

479

480 ☐ Rejected by Seller _____ / _____ / _____ ☐ Modified per Attached Counter _____ / _____ / _____

481

Seller's Initials

Date

Seller's Initials

Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.